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the contract, itself. *Winslow, E. & M. Co. v. Hoffman*, 107 Md. 621, 69 Atl. 394; *Southern Ry. Co. v. Myers*, 32 C. C. A. 19, 87 Fed. 149; *American Bridge Co. v. Am. Dist. Steam Co.*, 107 Minn. 140, 119 N. W. 783. By the weight of authority, the notice will be presumed to have formed the bases of the contract, even where the promisor is a common carrier, and cannot refuse to accept the goods; and an agreement to pay special damages implied if the contract is made with knowledge of the peculiar circumstances. *Simpson v. London & N. W. Ry. Co.*, 1 Q. B. Div. 274; *Neal v. Pender-Hymen Hardware Co.*, 122 N. C. 104, 29 S. E. 96, 65 Am. St. Rep. 697; *Ill. Cent. Ry. Co. v. Calmet Co.*, 104 Tenn. 568, 58 S. W. 303, 78 Am. St. Rep. 933, 50 L. R. A. 729. But as regards common carriers, it seems more reasonable to regard such liability as an additional burden they have to bear incident to exercising a monopoly. See 16 LAW QUAR. REV. 283. Knowledge of the nature of the goods, being equivalent to notice of any peculiar circumstances, is sufficient to make one liable for damages resulting from their peculiar character—the other conditions being present. *Simpson v. London & N. W. Ry. Co.*, *supra*; *Altschuler v. Atchison, etc., Ry. Co.* (Wis.), 144 N. W. 294, 49 L. R. A. (N. S.) 491.

But even where one has notice of the surrounding circumstances sufficient to make him liable for damages resulting on account of their peculiar nature, he will not be liable unless the amount of such damage can be fixed with reasonable certainty. *Griffin v. Colver*, 16 N. Y. 489; *Alkabest Lyceum System v. Curry* (Ga.), 65 S. E. 580. By the great weight of authority, one whose show is negligently delayed so that he is deprived of the use of it, can recover what he would have made but for the delay. *Weston v. Boston & Maine Ry. Co.*, 190 Mass. 298, 76 N. E. 1050, 4 L. R. A. (N. S.) 569, 112 Am. St. Rep. 330, 5 Ann. Cas. 825; *Altschuler v. Atchison, etc., Ry. Co.*, *supra*. See *Yoakum v. Dunn*, 1 Tex. Civ. App. 524, 21 S. W. 411. This seems sound, since the very nature of the goods, without which the performance cannot be conducted, give sufficient notice; and the damages, in such cases, can almost always be ascertained with the requisite certainty.

CONFLICT OF LAWS—JURISDICTION—INJURIES TO REALTY.—The plaintiff brought an action in an Oregon court to recover damages for injuries to real property situated in Washington. *Held*, the court has no jurisdiction. *Montesano L. & M. Co. v. Portland Iron Works* (Ore.), 152 Pac. 244. For principles involved, see 3 VA. L. REV. 73.

CONSPIRACY—DAMAGES—FRAUDULENT CONVEYANCE. — The defendant fraudulently conspired with a debtor to accept a mortgage on the debtor's personalty and foreclose the same, in order to hinder and delay a general creditor in the collection of a debt. The creditor brought an action to recover damages. *Held*, the defendant is not liable. *Security State Bank of Enid et al. v. Reger* (Okla.), 151 Pac. 1170.

The great majority of cases have reached the same result as the principal case, but the reasons on which the decisions are based are not identical. Some courts hold that, in the absence of fraud, a civil action will not lie for conspiracy. *De Wulf v. Dix*, 110 Iowa 553, 81